



CJ 2648 -

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IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

HENSEL PHELPS CONSTRUCTION CO.

Plaintiff,

v.

SHERLOCK, SMITH
AND ADAMS, INCORPORATED d/b/a
SHERLOCK, SMITH & ADAMS
ARCHITECTS/ENGINEERS,

Defendants.

CJ-2018-2648

Case No.
**FILED IN DISTRICT COURT
OKLAHOMA COUNTY**

MAY 16 2018

**RICK WARREN
COURT CLERK**

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PETITION

Plaintiff, Hensel Phelps Construction Co. ("Hensel Phelps") alleges and states:

1. Hensel Phelps is a foreign general partnership organized under the laws of the State of Delaware. Hensel Phelps was the general contractor on that certain construction project at Tinker Air Force Base located in Oklahoma City, Oklahoma which is referred to as the Tinker Air Force Case Medical/Dental Clinic Replacement Building ("the Project").

2. Defendant Sherlock, Smith and Adams, Incorporated d/b/a Sherlock, Smith & Adams Architects/Engineers ("Sherlock Smith") is a foreign for profit corporation organized under the laws of the State of Alabama that may be served via it registered agent: Secretary of State for Oklahoma, 421 NW 13th Street, Suite 210, Oklahoma City, Oklahoma 73103, and/or Robert E. Snider, 3047 Carter Hill Road, Montgomery, Alabama 36111. Sherlock Smith was the Architect/Engineer of record for the Project retained to provide professional design services.

3. Hensel Phelps' claims against Defendant arise out of certain contractual obligations and common law duties pertaining to the Project, located in Oklahoma City, State of Oklahoma.

EXHIBIT

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4. This Court has jurisdiction over the parties hereto and subject matter hereof.
5. Venue is proper before this Court.
6. Hensel Phelps was the general contractor for the Project.
7. Defendant Sherlock Smith contracted with the Owner to provide professional design services for the Project. Defendant Sherlock Smith was the Architect of Record for the Project.
8. After the completion of the Project, the end user of the Project notified Hensel Phelps of new leaks and resulting damage to the Project. As a result, Hensel Phelps engaged consulting engineers, Simpson, Gumpertz & Heger ("SGH") to test and investigate. As part of SGH's investigation and supervision of certain repairs, SGH removed dry wall and masonry and discovered a lack of integration of the weather/air barrier with the curtain walls, windows and doors and notified Hensel Phelps of these findings.
9. Hensel Phelps notified Sherlock Smith that during the process of completing specified repairs to active leak locations per the request of the end-user of this building it discovered conditions where the weather barrier was not integrated with the perimeter curtain wall systems, windows and doors. Sherlock Smith's design failed to properly integrate the weather/air barrier with the curtain wall, windows, and doors, and its design services failed to conform to the manufacturer details and installation instructions in violation of its duties and industry standards resulting in construction that was not compliant with the building code and industry standards.
10. As the design professional for the Project, Sherlock Smith owed a duty to provide design services in compliance with all federal, state and local codes, as well as industry standards. During the process of completing specified repairs to active leak locations per the request of the end-user of this building, conditions were discovered that demonstrated Sherlock

Smith's improper design services that failed to meet industry standards. Further, Sherlock Smith provided such design services without obtaining the proper license from the State of Oklahoma.

11. As of result of Sherlock Smith's multiple breaches of duty, Hensel Phelps has sustained damages in excess of \$75,000.00, and Sherlock Smith is liable for such damages.

12. Hensel Phleps is not at fault for such damages, but was, or may be vicariously, constructibely or derivatively liable to the Owner for such damages. Alternatively, Hensel Phelps paid more than its pro rata share of the damages.

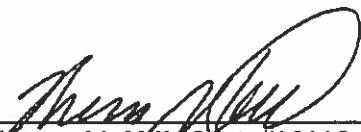
13. As a result, Sherlock smith is liable to Hensel Phelps for damages, past and future in an amount to be proven at trial in excess of \$75,000.00.

PRAYER FOR RELIEF

WHEREFORE, premises considered, Plaintiff Hensel Phelps Construction Co. respectfully prays that the Court enter judgment in its favor and against the Defendant in regard to the claims and causes of action set forth above for compensatory damages and all other damages allowed by law each in a sum in excess of \$75,000.00, together with all interest thereon, all costs of this action, and for other relief as may be deemed just and equitable.

Respectfully submitted,

By:



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